

AN ORDINANCE

2006-03-23-0396

APPROVING THE RENEWAL OF A FIFTEEN (15) YEAR INTERLOCAL AGREEMENT AND BUDGET BETWEEN THE CITY OF SAN ANTONIO AND THE ALAMO COMMUNITY COLLEGE DISTRICT (ACCD) FOR A ONE (1) YEAR PERIOD, BEGINNING APRIL 1, 2006, WHICH FACILITATES ADMINISTRATION OF PROCEEDS ENCUMBERED UNDER THE CITY OF SAN ANTONIO VS. ALAMO COMMUNITY COLLEGE DISTRICT SETTLEMENT AGREEMENT; AND AUTHORIZING THE EXECUTION OF ANY AGREEMENTS IN CONNECTION THEREWITH.

* * * * *

WHEREAS, in the interest of ending continuing litigation, the City of San Antonio ("CITY") entered into a Settlement Agreement in March 2001, attached hereto and incorporated herein as Attachment I, with the Alamo Community College District ("ACCD"), permitting the encumbrance of 14% of ACCD's monthly City Public Service ("CPS") electricity and natural gas charges that would otherwise accrue to the City into two accounts, to be maintained at ACCD for a period of up to fifteen (15) years; and

WHEREAS, these accounts consist of a Building Account, which provided one-time funds in the amount of approximately \$2.9 million for the construction of the Advanced Technology Center ("ATC") at KellyUSA, as well as an Education and Training Account, established through an ongoing allocation of the 14% of CPS proceeds, to provide funds for customized workforce training and/or for any lawful purpose in furtherance of the City's economic development and workforce development goals and strategies; and

WHEREAS, an Interlocal Agreement was also executed at the time of the settlement to regulate the annual administrative and monitoring functions of the Settlement Agreement; and

WHEREAS, the Interlocal Agreement must be renewed by mutual consent of both the ACCD Board of Trustees ("ACCD Board") and City Council on an annual basis through March 31, 2016; and

WHEREAS, in accordance with the Interlocal Agreement, an Education and Training Account is maintained by ACCD, with quarterly financial reports provided to the City's Finance Department setting out the CPS revenues and interest accrued as well as deductions for negotiated expenses incurred by the Information Technology & Security Academy ("ITSA"), the Alamo Area Aerospace Academy ("AAAA") and the emerging Manufacturing Technologies Academy ("MTA"), all operated in partnership through ACCD; and

WHEREAS, deductions are also tracked for training expenses provided by the ACCD system for the benefit of the City, whereby all training is provided by ACCD through negotiated

contracts with each of the colleges for specific training needs, including curriculum development, classes or customized training for city employees, clients of the Community Initiatives Department as well as tuition reimbursement for City employees taking ACCD courses and meeting the reimbursement criteria; and

WHEREAS, these funds may also be used to provide customized training by ACCD to the workforce of businesses within targeted industries that locate to, or expand in, San Antonio as an incentive to foster economic development; and

WHEREAS, although the Agreements do not obligate the City to spend any amount of the CPS proceeds in the Education and Training Account in any given year of the Agreement, Attachment II defines existing available funds and funding priorities for Year Six of the Interlocal Agreement budgeted for the period April 1, 2006 through March 31, 2007; and

WHEREAS, the ACCD Board approved the Year Six Interlocal Agreement with the proposed amendments and budget on March 21, 2006 by minute order as recommended by the ACCD Chancellor; and

WHEREAS, as described in Attachment II, the 2006-2007 Education and Training Account Budget provides that the Information Technology & Security Academy ("ITSA"), the Alamo Area Aerospace Academy ("AAAA") and the Manufacturing Technologies Academy ("MTA") (collectively, the "Academies") qualify for some of the Year Six Interlocal Agreement funding priorities; and

WHEREAS, the Interlocal Agreement, through this Budget, allocates \$348,900 for the operation of the combined Academies, representing approximately 25% of the total budget for the Academies; and

WHEREAS, the Academies have provided training to 524 students, with a total of 190 students graduating to date and of those graduates, 91 were hired within the aerospace industry at wages ranging from \$8.50 to \$12.00 an hour, with 86 going on to higher education; and

WHEREAS, the projected enrollment for the Academies in Years 2006-2007 is 244 students (75 in the AAAA, 105 in ITSA and 64 in the MTA); and

WHEREAS, the proposed budget also allocates \$90,000 to Northwest Vista College for the SpaceTEAMS summer program, a collaboration between local school districts, ACCD and the Challenger Learning Center at Brooks City-Base to provide summer education programs in technology, engineering, art, math and science for students in grades 6 through 10; and

WHEREAS, additional funding priorities include the City's Human Resources Department, utilizing \$191,870 to provide customized training and tuition reimbursement assistance to City employees; and

WHEREAS, approximately 1,124 of those employees will be trained in curriculum such as Certified Purchasing Manager, risk management, compassion fatigue, train-the-trainer, facilitator

training, leadership development, business writing, time management, conflict resolution and change management, along with 2,280 employees who will receive customized technology training (SAP) and approximately 134 City employees receiving tuition reimbursement totaling \$24,000; and

WHEREAS, the Department of Community Initiatives has \$165,800 budgeted to provide for workforce training to clients, offering industry specific training in financial services, the insurance industry, veterinary assistance as well as computer literacy and job skills development to approximately 800 adults for employment acquisition and retention; and

WHEREAS, the Westside Workforce Education & Training Center has plans to utilize \$80,000 in funding to train an estimated 1,800 citizens in work readiness, team integration, communication skills, niche training/alignment, logistics distribution and language development, pre-nursing, developmental mathematics, reading and writing, GED, ESL, and production worker training; and

WHEREAS, the Budget also provides for a reserve fund of \$125,000 to be administered by the Economic Development Department for customized training incentives available for potential employers in targeted industries who are interested in relocating or expanding their business in San Antonio; and

WHEREAS, in order to verify proper crediting and expenditure of funds since the inception of the Education and Training Account, an audit will also be conducted prior to December 31, 2006 by an independent third party in an amount not to exceed \$25,000 as indicated in the Budget; and

WHEREAS, the City Council finds that renewal of the amended ACCD Interlocal Agreement for an additional year is consistent with the City's *Strategic Plan for Economic Development* as well as the City's workforce development goals and objectives and is in the best interest of the City; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Council hereby authorizes and approves renewal of the fifteen (15) year ACCD Interlocal Agreement, for a twelve (12) month period beginning April 1, 2006 and ending March 31, 2007. A copy of the Agreement is attached hereto and incorporated herein as Attachment III.

SECTION 2. The City Council also hereby approves the Education and Training Account Budget for the period beginning April 1, 2006 and ending March 31, 2007 as attached hereto and incorporated herein as Attachment II.

SECTION 3. The Directors of the Departments of Economic Development, Community Initiatives and Human Resources, or their respective designees, are authorized to execute any agreements in connection with the ACCD Interlocal Agreement approved in Section 1.

SECTION 4. The City Manager or her designee is authorized, for a sixty (60) day period from the effective date of this ordinance, to execute an Agreement as approved in Section 1. The final Agreement shall be filed with this Ordinance upon execution.

SECTION 5. This ordinance shall be effective on the tenth day after passage.

PASSED AND APPROVED this 23rd day of March, 2006.



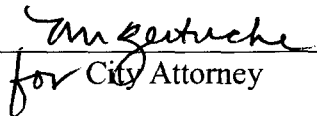
M A Y O R

PHIL HARDBERGER

ATTEST:


City Clerk

APPROVED AS TO FORM: _____


for City Attorney

Agenda Voting Results

Name: 16.

Date: 03/23/06

Time: 11:13:39 AM

Vote Type: Multiple selection

Description: An Ordinance approving the renewal of a fifteen year Interlocal Agreement and budget between the City of San Antonio and the Alamo Community College District for a one year period, beginning April 1, 2006, which facilitates administration of proceeds encumbered under the City of San Antonio vs. Alamo Community College District Settlement Agreement; and authorizing the execution of any agreements in connection therewith. [Presented by Ramiro Cavazos, Director, Economic Development; Jelynn LeBlanc Burley, Deputy City Manager]

Voter	Group	Status	Yes	No	Abstain
ROGER O. FLORES	DISTRICT 1		x		
SHEILA D. MCNEIL	DISTRICT 2		x		
ROLAND GUTIERREZ	DISTRICT 3		x		
RICHARD PEREZ	DISTRICT 4		x		
PATTI RADLE	DISTRICT 5		x		
DELICIA HERRERA	DISTRICT 6		x		
ELENA K. GUAJARDO	DISTRICT 7		x		
ART A. HALL	DISTRICT 8		x		
KEVIN A. WOLFF	DISTRICT 9		x		
CHIP HAASS	DISTRICT_10		x		
MAYOR PHIL HARDBERGER	MAYOR		x		

ATTACHMENT I

SETTLEMENT AGREEMENT

WHEREAS, in 1987, the Fourth Court of Appeals in City of San Antonio v. Alamo Community College District, rendered judgement in favor of the City of San Antonio ("CITY") requiring the Alamo Community College District ("ACCD") to pay that portion of their electric and natural gas service bills destined to be paid to the City; and

WHEREAS, in the spirit of cooperation, the parties have agreed to a release, and an expenditure of a portion of the Proceeds to establish a High Technology Center to be utilized in furtherance of CITY'S Economic Development Strategies and Workforce Development; and

WHEREAS, the parties have also agreed to the establishment of an Account and expenditure of Proceeds therein to provide customized training, classroom hours, books and materials for CITY employees, various CITY designated programs and for any other lawful purpose in furtherance of CITY's Economic Development Strategies and Workforce Development subject to the terms established herein; and

WHEREAS, the parties have attached an Interlocal Agreement between the CITY and ACCD for the purpose of memorializing the parties intent as to the annual implementation and administration of the customized training classroom hours and materials to CITY employees, various CITY designated programs and for any other lawful purpose in furtherance of CITY's Economic Development Strategies and Workforce Development, which is attached as Exhibit "A" and is hereby incorporated into this Agreement for all purposes; and

WHEREAS, the parties wish to memorialize their mutual assent by means of this Agreement; **NOW THEREFORE:**

The City of San Antonio (hereinafter referred to as "CITY"), acting through its City Manager, Alexander E. Briseño, pursuant to Ordinance No. 93625, passed and approved March 22, 2001, and the Alamo Community College District (hereinafter referred to as "ACCD"), acting through its Chancellor, Robert W. Ramsay, pursuant to the minute order, passed by the ACCD Board of Trustees on February 20, 2001, which the parties covenant and agree as follows:

I. **DEFINITIONS**

- 1.1 The term "ACCD" as used herein shall refer to the Alamo Community College District.
- 1.2 The term "Account" as used herein shall refer to that account that consists of Proceeds and is established to be used in connection with this Agreement.
- 1.3 The term "Administrative Costs" means reasonable costs directly incurred by ACCD related to this agreement. These costs include, but are not limited to, costs and expenses for administration and implementation of this Agreement.
- 1.4 The term "Building Account" as used herein shall refer to that account established to be used in connection with the establishment of a high-technology center, as further described by Section II. Building Account.
- 1.5 The term "CITY" as used herein shall refer to the City of San Antonio.

- 1.6 The term "CPS" as used herein shall refer to the City of San Antonio City Public Service, or its successor in interest.
- 1.7 The term "High Technology Center" as use herein shall refer to a facility that will be used to train CITY employees, various CITY designated programs, or for any other lawful purpose in furtherance of CITY's Economic Development Strategies and Workforce Development.
- 1.8 The term "Proceeds" as used herein shall refer to fourteen percent (14%) of the electric and natural gas charges billed by City Public Service to the Alamo Community College District, which may otherwise be referred to as "Funds"

II. BUILDING ACCOUNT

- 2.1 The parties acknowledge and agree that ACCD has maintained a portion of Proceeds in a Building Account with a Bank in the City of San Antonio, at it's sole cost and expense, through December 31, 1999, having a balance of \$2,981,571.92.
- 2.2 The parties agree that such amount having accrued in said Building Account, as mentioned above in subsection 2.1, shall be utilized by ACCD for establishing a high-technology center, which may include, but not be limited to, finish-out, improvements and purchase of equipment at Building 210 located on the premises of Kelly AFB, or other equivalent facility so long as such facility is used for the purpose of providing customized training, or college hours to CITY employees, various designated CITY programs, or for any other lawful purpose in furtherance of CITY's Economic Development Strategies or Workforce Development.
- 2.3 ACCD, no later than June 1, 2002, shall provide CITY with a budget for the establishment of the high-technology center, which may include, but not be limited to, finish-out, improvements and purchase of equipment at Building 210 or other equivalent facility as provided by subsection 2.2. ACCD shall provide an accounting to CITY, through its Director of Finance at 506 Dolorosa, San Antonio, Texas 78205, sent in accordance with Section XIII. Notice, of all monies used in connection with the establishment of the high technology center every month during the construction of said finish-out and improvements, and purchase of equipment, as applicable. The total of all CITY's contribution to said establishment of the high-technology center, which may include, but not be limited to finish-out, improvements and purchase of equipment, shall be limited to the total as established in subsection 2.1.
- 2.4 ACCD shall forward to CITY any and all plans for the finish-out and improvements of Building 210 or equivalent facility, as provided for in subsection 2.2, no later than fourteen (14) days before ACCD commences said finish-out and improvements, if applicable. CITY shall have the right to review said plans. All plans submitted to CITY for its review shall comply with all applicable Building Codes.
- 2.5 No later than the tenth (10th) day of every month during construction or finish-out, ACCD shall provide an accounting to CITY, through its Director of Finance at 506 Dolorosa, San Antonio, Texas 78205, sent in accordance with Section XIII. Notice, of the Building Account used in connection with the establishment of a high-technology center.
- 2.6 In the event that the amount established in subsection 2.1 are not expended in connection with the establishment of a high-technology center, including, but not limited to, finish-out, improvements

and purchase of equipment at Building 210, or other equivalent facility, CITY and ACCD agree to meet and confer regarding the expenditure and designation of the remaining amount.

- 2.7 In the expenditure of the Building Account, as provided for in subsection 2.2, ACCD shall comply with all applicable local, state and federal laws, rules and regulations

III.

EDUCATION AND TRAINING ACCOUNT

- 3.1 Effective April 1, 2001, ACCD shall establish an Account pursuant to this Section, as described below. ACCD shall deposit in said Account an amount equal to approximately \$415,853.00, that amount which has accrued from January 1, 2000 through the commencement date of this Agreement.
- 3.2 Commencing April 1, 2001 and throughout the term of this Agreement, pursuant to the provisions contained herein, ACCD also agrees to deposit and maintain in said Account, fourteen percent (14%) of its monthly electric and natural gas billed by City Public Service to ACCD, otherwise referred to as Proceeds, plus interest and investment earnings, to be utilized to provide classroom hours, customized training to CITY employees and various CITY designated programs or for any other lawful purpose in furtherance of the CITY'S Economic Development Strategies and Workforce Development as established in the Interlocal Agreement (Exhibit A).
- 3.3 ACCD shall maintain the Proceeds, interest and investment earnings in the Account, which shall be separate and apart from its other accounts, including, but not limited to the Building Account described in Subsection II. Building Account, above, at a Bank in the City of San Antonio, at its sole cost and expense. The Account shall be maintained by ACCD so long as this Agreement is in effect or so long as the Proceeds plus interest and investment earnings remain unused by CITY, whichever is later. All Proceeds plus interest and investment earnings maintained in said Account shall be appropriately safeguarded and secured by FDIC and eligible security, in accordance with the Texas Public Funds Collateral Act. All Proceeds plus interest and investment earnings shall be invested by ACCD in accordance with the Texas Public Funds Investment Act, as amended.
- 3.4 The parties agree that all such amounts and Proceeds, interest and investment earnings in said Account accruing from January 1, 2000, through March 31, 2016 shall be used for the provision by ACCD to CITY of college hours, customized training, for CITY employees and various programs designated by CITY or for any other lawful purpose in furtherance of CITY's Economic Development Strategies and Workforce Development.
- 3.5 The parties agree that CITY is not required to use any specific amount of college hours, training, books, or materials in any given semester or year, and that all Funds in the Account, including but not limited to, Proceeds plus interest and investment earnings, will be maintained by ACCD in the Account until all sums are used by, CITY in accordance with Subsection 3.2 and the Interlocal Agreement (Exhibit A).

IV.

ACCOUNTING FOR DEPOSITS

- 4.1 At the end of each quarter -- March 31st, June 30th, September 30th and December 31st -- of each and every year during the term of this Agreement, ACCD shall provide to CITY, through its Director of Finance at 506 Dolorosa, San Antonio, Texas 78205, in accordance with Section XIII. Notice, an accounting of the Account established pursuant to Subsection 3.1 of this Agreement. ACCD shall

provide a copy of the monthly bank statement pertaining to this Account; ACCD's CPS monthly analysis statement; its calculation of the 14% attributable to CITY; and interest and investment earnings for the quarter.

V.
AUDIT OF RECORDS

- 5.1 In the event a dispute arises between CITY and ACCD regarding whether certain college hours were taken, training was provided, certain books and materials were used, the costs used to calculate the amount to be withdrawn from the Account under Section III. Education and Training Account and the Interlocal Agreement, which is attached as Exhibit "A" or generally regarding the utilization and expenditure of Funds, ACCD shall procure the services of an independent, third party Certified Public Accountant to audit the Education and Training Account, created pursuant to Section III, and all records maintained in connection with this Agreement. Such audit shall commence no later than thirty (30) days from the date of notice of said dispute. Any portion of the Account in dispute shall be maintained in the established Account until the dispute has been resolved as a result of said audit.
- 5.2 In the event either party wishes to terminate this Agreement, in addition to all the requirements herein established, ACCD shall procure the services of an independent, third party Certified Public Accountant, to audit the Education and Training Account, created pursuant to Section III., and all records maintained in connection with this Agreement. Such audit shall commence no later than thirty (30) days from the date of receipt of notice of termination.
- 5.3 The cost of the audit(s) required by subsections 5.1 and 5.2 may be paid out of the Education and Training Account.
- 5.4 ACCD shall maintain said records, documents and accounting records at its main office and shall make such records, documents and accounting records available to CITY, during ACCD's regular business hours, as often as CITY deems necessary, for purposes of auditing, above and beyond that allowed or required by subsection 5.1, inspecting or making copies of same by CITY or its designated representative(s), subject to a student's consent, as required by law.

VI.
RECORD RETENTION

- 6.1 ACCD shall retain all records, documents and accounting records created or pertaining, directly or indirectly, to this Agreement, including, without limitation, records of the account established pursuant to this Agreement, throughout the term of this Agreement, and for the longer of that period which CITY or ACCD is required to retain such documents, as established by the Texas State Library and Archives Commission. Upon conclusion of such period ACCD agrees to make copies, at the CITY's request, of all such records, documents and accounting records for CITY or its designated representative, that have not been furnished previously pursuant to this Agreement or by the Interlocal Agreement, subject to a student's consent, as required by law and if applicable, at no additional cost to CITY.

VII.
ADMINISTRATIVE COSTS

- 7.1 Once the high-technology center is established pursuant to Section II. Building Account, CITY recognizes that ACCD will receive use of such Proceeds to reimburse ACCD for its Administrative

Costs to administer and implement the Interlocal Agreement payable in arrears quarterly. The parties agree and understand that under no circumstance shall Administrative Costs in the aggregate, exceed eighty thousand dollars (\$80,000.00) each year for the first three years of this Agreement. At the end the third year the parties agree that they will meet and confer regarding the use of Proceeds for ACCD's Administrative Costs to administer and implement the Interlocal Agreement for the remainder of the term of this Agreement.

VIII. RELEASE

- 8.1 That for and in consideration of the aforementioned recitals and other good and valuable consideration the CITY agrees to release, acquit, and forever discharge ACCD. Their current and former agents, servants, employees, representatives, successors, assigns and attorneys, all and each of them from payment of all or any portion of the up to fourteen percent (14%) of the electric and natural gas charges billed by City Public Service to the Alamo Community College District that the CITY asserts is due it or has asserted it is due in the past and future in the case styled City of San Antonio v. Alamo Community College District, Cause No 83-CI-20386 in the 288th District Court of Bexar County, Texas.

IX. ASSIGNABILITY

- 9.1 ACCD shall not assign any interest, right or covenant in this Agreement to any other party or entity without the prior written consent of CITY. In the event ACCD assigns any interest or right in this Agreement without the prior written consent, all Proceeds, interest and investment earnings remaining unused by CITY shall be remitted to CITY, in cash, upon written notice by CITY to ACCD; and Proceeds, plus interest and investment earnings, which would otherwise have been deposited in the Account for use by CITY in connection with this and the Interlocal Agreements, shall be paid directly to CITY, on an annual basis, for the balance of the 15-year term hereof.
- 9.2 CITY shall not assign any interest, right or covenant in this Agreement to any other party or entity without the prior written consent of ACCD.

X. AMENDMENT

- 10.1 No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties, and approved by subsequent City Council and ACCD Board approval.

XI. TERM

- 11.1 The term of this Agreement shall be for a period of fifteen (15) years, and shall commence April 1, 2001 and terminate March 31, 2016. The Agreement shall automatically renew every year thereafter, without notice and without further action by CITY or ACCD, unless this Agreement is terminated pursuant to any of its provisions.
- 11.2 During year twelve (12) of the initial 15-year term, the parties agree to meet and confer regarding the utilization and expenditure of Funds pursuant to this Agreement. Either party may provide notice to the other party in accordance with Section XIII, Notice, to initiate said conference.

XII.
TERMINATION

- 12.1 In the event CITY terminates this Agreement prior to the expiration of the 15-year term, the parties agree to meet and confer regarding the utilization and expenditure of Proceeds.
- 12.2 In the event ACCD terminates this Agreement prior to the expiration of the 15-year term, all Proceeds, interest and investment earnings remaining unused by CITY shall be remitted to CITY, in cash, upon written notice by CITY to ACCD; and Proceeds, interest and investment earnings which would otherwise have been deposited in the Account for use by CITY in connection with this Agreement, shall be paid directly to CITY, on an annual basis, for the balance of the 15-year term hereof.

XIII.
NOTICE

- 13.1 Unless specifically provided for otherwise, any notice required or permitted to be given under this Agreement shall be given in writing and sent certified mail, return receipt requested, postage prepaid to CITY or ACCD at the addresses set forth below, or to any other address of which written notice of change is given:

CITY OF SAN ANTONIO

City of San Antonio
Attention: Mr. Ramiro Cavazos
Director, Economic Development Department
P.O. Box 839966
City Hall, 4th Floor
San Antonio, Texas 78283-3966

City of San Antonio
City Clerk's Office
100 Military Plaza
San Antonio, Texas 78205

and

ALAMO COMMUNITY COLLEGE DISTRICT

Dr. Robert W. Ramsay
Chancellor
201 W. Sheridan, Building B
San Antonio, Texas 78204-1429

XIV.
AUTHORITY

- 14.1 The signer of this Agreement for ACCD represents and warrants that he has full legal authority to execute this Agreement on behalf of ACCD and to bind ACCD to the terms and conditions herein contained.

14.2 The signer of this Agreement for CITY represents and warrants that he has full legal authority to execute this Agreement on behalf of CITY and to bind CITY to the terms and conditions herein contained.

**XV.
CAPTIONS**

15.1 The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

**XVI
ENTIRE AGREEMENT**

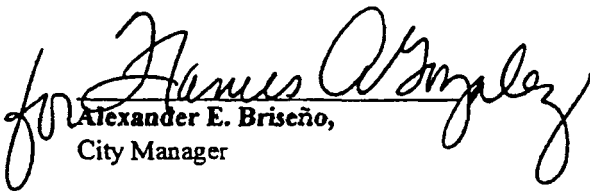
16.1 This Agreement, together with its authorizing ordinance, minute order, and Exhibit A constitute the final and entire agreement between the parties and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto unless same be executed in accordance with Section XII, Amendment.

**XVII
SEVERABILITY**

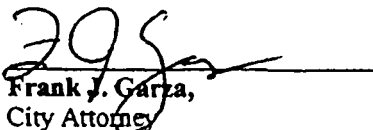
17.1 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future laws, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision had not been contained herein. It is also the intention of the parties hereto that in lieu of such clause or provision in this Agreement that is invalid, illegal or unenforceable, there be added as a part of the Agreement, a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

IN WITNESS WHEREOF, I hereby execute this document on the ____ day of _____, 2001.

CITY OF SAN ANTONIO


Alexander E. Briseño,
City Manager

Approved as to Form:

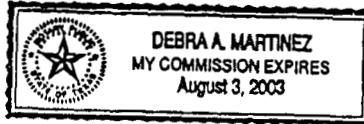

Frank J. Garza,
City Attorney

STATE OF TEXAS)(
COUNTY OF BEXAR)(

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____ known to me to be the persons whose names subscribed to the foregoing instrument and acknowledged to me that each of them, executed same for the purpose herein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27 day of March, 2001.

Debra A. Martinez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

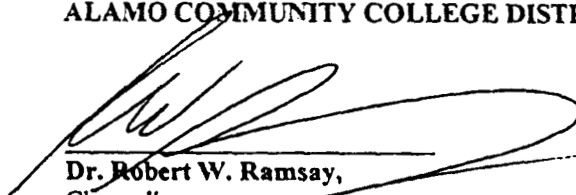


My Commission Expires:

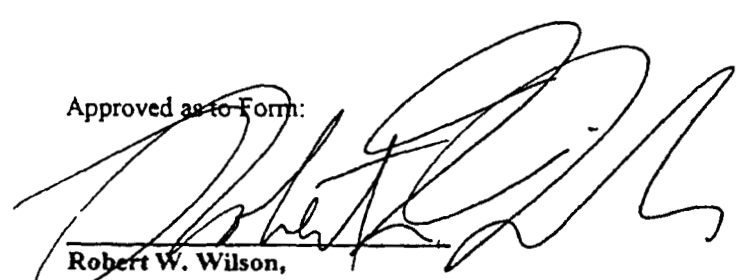
August 3, 2003

IN WITNESS WHEREOF, I hereby execute this document on the 27 day of March, 2001.

ALAMO COMMUNITY COLLEGE DISTRICT


Dr. Robert W. Ramsay,
Chancellor

Approved as to Form:


Robert W. Wilson,
Attorney for the Alamo Community College District

ATTACHMENT II

ACCD Interlocal Agreement Proposed Budget Year Six (FY 2006/07)

CATEGORY	PROPOSED AMOUNT
Alamo Academies	\$ 348,900
City-Wide Training (HR)	\$ 191,870
Client Training (DCI)	\$ 165,800
Customized Training (EDD)	\$ 125,000
Space TEAMS (Northwest Vista College)	\$ 90,000
Westside Workforce Education & Training Center	\$ 80,000
Audit of Education & Training Account	\$ 25,000
TOTAL	\$ 1,026,570

NOTE: Budgeted amounts are proposed by the Economic Development Department and are subject to review by the City Manager and approval by the City Council.

ATTACHMENT III

INTERLOCAL AGREEMENT BETWEEN ACCD AND CITY

This Agreement is entered into by and between the City of San Antonio (hereinafter referred to as "CITY"), acting by and through its City Manager or her designee, pursuant to Ordinance No. _____ passed and approved on _____, 2006, and the Alamo Community College District (hereinafter referred to as "ACCD") acting by and through the Chancellor, pursuant to the minute order passed by the ACCD Board of Trustees on _____, 2006, having agreed, through the Settlement Agreement, attached hereto and incorporated herein for all purposes as Exhibit I, to establish an Account to provide customized training and college hours to CITY employees and various designated CITY programs and for any other lawful purpose in furtherance of CITY'S Economic Development Strategies and Workforce Development, agree that same shall be administered and implemented as described below.

I. DEFINITIONS

- 1.1 The term "ACCD" as used herein shall refer to the Alamo Community College District.
- 1.2 The term "Account" as used herein shall refer to that account established pursuant to the Settlement Agreement (Exhibit I) which consists of Proceeds to be used in connection with this Agreement.
- 1.3 The term "CITY" as used herein shall refer to the City of San Antonio.
- 1.4 The term "CPS" as used herein shall refer to the City of San Antonio CPS Energy, formerly known as City Public Service, or its successor in interest.
- 1.5 The term "Proceeds" as used herein shall refer to fourteen percent (14%) of the electric and natural gas charges billed by CPS Energy to the Alamo Community College District, which may otherwise collectively be referred to as "Funds".

II. TERM

- 2.1 While the parties agree that the term of this Agreement shall coincide with the term of the Settlement Agreement (attached hereto and incorporated herein as Exhibit I), which said term is agreed to be fifteen (15) years, from April 1, 2001 through March 31, 2016, the parties acknowledge that pursuant to the Interlocal Cooperation Act, this Agreement is subject to annual review. Therefore, the term of this Agreement shall commence April 1, 2006 and terminate March 31, 2007 and may be renewed, annually, for ten (10) additional one (1) year terms, or until such time as all Proceeds plus interest and investment earnings, having accrued pursuant to the Settlement Agreement, are utilized by CITY, subject to subsequent City Council and ACCD Board approval.
- 2.2 Should ACCD decide not to renew this Agreement pursuant to the provisions of Subsection 2.1, all Proceeds, interest and investment earnings remaining unused by CITY shall be paid over to CITY, in cash, upon written notice by CITY to ACCD; and Proceeds, interest and investment earnings which would otherwise have been deposited in the Account for use by CITY in connection with this Interlocal Agreement and the Settlement Agreement, shall be paid directly to CITY, on an annual basis, for the balance of the 15-year term hereof.

III.
ACCOUNTING FOR DEPOSITS

- 3.1** Within thirty (30) days following the end of each quarter -- March 31st, June 30th, September 30th and December 31st-- during the term of this Agreement, **ACCD** shall provide to **CITY**, through its Director of Finance at 506 Dolorosa, San Antonio, Texas 78205, as well as through its Director of Economic Development at P.O. Box 839966, San Antonio, Texas 78283-3966, in accordance with Section X. (Notice), an accounting of the Account established pursuant to Subsection 3.1 of the Settlement Agreement. **ACCD** shall provide a copy of the monthly TexPool Investment Pool statement, which indicates interest earned per month, and **ACCD's** monthly CPS analysis statement; including its calculation of the 14% attributable to **CITY** plus any interest and investment earnings for the quarter.

IV.
DESIGNATION OF HOURS AND TRAINING

- 4.1** In lieu of receipt of a portion of the Proceeds, in the amount of \$2,981,571.92 by **CITY**, **ACCD** agrees to utilize such Funds to establish a high-technology center which may include, but not be limited to, finish-out of Building 210 located at Kelly AFB, or other equivalent facility, so long as such facilities are used for the purpose of providing customized training, college hours to **CITY** employees, various **CITY** designated program or for any other lawful purpose that supports **CITY's** Economic Development Strategies and Workforce Development.

- 4.2** In lieu of receipt of a portion of the Proceeds which have accrued for the period from January 1, 2000 through the commencement date of this Agreement, **ACCD** agrees to provide, and **CITY** agrees to accept, college hours for **CITY** employees and programs designated by **CITY**, including tuition reimbursement and/or any other lawful purpose that supports **CITY's** Economic Development Strategies and Workforce Development.

Exclusive of those **CITY** employees applying for tuition reimbursement, no less than five (5) days prior to the commencement of **ACCD's** Spring, Summer and Fall training, respectively, **CITY** agrees to provide **ACCD** with the number of **CITY** employee and designated **CITY** program participants to receive college hours, as applicable.

- 4.3** The parties agree that **CITY** is not required to use any specific amount of college hours, training, books, or materials in any given semester or year and that all Proceeds in the Account including, but not limited to, Proceeds plus interest and investment earnings, shall be maintained by **ACCD** in the Account until all sums are used by **CITY** in accordance with provisions of this Agreement and the Settlement Agreement (Exhibit I)
- 4.4** **CITY** agrees to request customized training for **CITY** employees and/or entities or programs designated by **CITY**, through its Director of Economic Development Department, or his designee, or for any other lawful purpose in furtherance of **CITY'S** Economic Development Strategies and Workforce Development. Furthermore, **CITY** agrees to inform **ACCD**, no less than five (5) days prior to the commencement of customized training, the designated number and names of the City program participants in the requested customized training, as applicable.

V.
ACCOUNTING FOR EDUCATION AND TRAINING

- 5.1 **ACCD** will, at the commencement of the semester or scheduled training, as applicable, send an invoice to the **CITY** listing all individuals registered in those classes. Once approved by the **CITY**, **ACCD** may withdraw from the Account established pursuant to Section III of the Settlement Agreement, (Education and Training Account), an amount equal to the costs of said college hours, training, books and/or materials, or for any other lawful purpose in furtherance of City's Economic Development Strategies and Workforce Development, deposit said funds in **ACCD's** general fund, and forward to the **CITY** Director of Finance and Director of Economic Development a quarterly accounting of the withdrawal. If a dispute arises regarding whether the hours were taken, training was provided, certain books and materials were used, or regarding the costs used to calculate the amount to be withdrawn from the Account, that portion in dispute shall be returned to the established Account until the dispute has been resolved, in accordance with Section VII, (Audit of Records).

The parties (**CITY** and **ACCD**) agree and understand that the Proceeds available for reimbursement (not to exceed \$80,000.00) to **ACCD** for Administrative Costs to administer and implement this Interlocal Agreement, pursuant to Section II of the Settlement Agreement (Building Account) regarding the Advanced Technology Center, have been exhausted as provided for in a prior term of this Interlocal Agreement. The parties further agree and understand that the authority for said reimbursement toward Administrative Costs under the Settlement Agreement, and pursuant to this Interlocal Agreement, expired on March 31, 2004.

- 5.2 In calculating the cost of college hours, customized training books, materials, or for any utilization in furtherance of **CITY's** Economic Development Strategies and Workforce Development, **ACCD** agrees to use the rates or costs in effect at such time as the college hours are taken or the customized training is provided and the books and materials are utilized. In the event no rate or cost is established for the requested training, or for the specific books and materials, **CITY** and **ACCD** shall agree, in writing, on a rate to be used in said calculation.

Any refund of costs must be in accordance with **ACCD** refund policies in effect at such time as the college hours are taken or the customized training is provided.

- 5.3 No later than sixty (60) days after the conclusion of each semester, **ACCD** shall provide **CITY**, through the Director of Economic Development, with an accounting as follows: (1) list of **CITY** employees and designated **CITY** program participants completing **ACCD** college hours; (2) number of college hours completed; (3) cost per college hour; (4) list of books and materials utilized, if applicable; (5) cost of books and materials, if applicable; and (6) total cost.
- 5.4 No later than sixty (60) days after the conclusion of each customized training session, **ACCD** shall provide **CITY**, through the Director of Economic Development, with an accounting as follows: (1) name of **CITY**-designated Program for which training was provided; (2) description of the customized training; (3) number of hours training utilized; (4) cost per training hour or rate; (5) list of books and materials utilized, if applicable; (6) cost of books and materials, if applicable; and (7) total cost.

VI.
RECORD RETENTION

- 6.1 **ACCD** shall retain all records, documents and accounting records created or pertaining, directly or indirectly, to this Agreement, throughout the term of this Agreement, and for the longer of that period which **CITY** or **ACCD** is required to retain such documents, as established by the Texas State Library and Archives Commission. Upon conclusion of such period, **ACCD** agrees to make copies, at the **CITY's** request, of all such records, documents and accounting records for City or its designated representative, that have not been furnished previously pursuant to this Agreement or the Settlement Agreement, subject to a student's consent, as required by law and if applicable, at no additional cost to **CITY**.

VII.
AUDIT OF RECORDS

- 7.1 The City and **ACCD** agree to procure the services of an independent, third-party auditor to conduct a fiscal review of the Education and Training Account fund activities by December 31, 2006. This review will verify the proper crediting and expenditure of funds administered through the Settlement Agreement since inception. The cost of the audit will be paid from funds held by **ACCD** in the Education and Training Account in an amount not to exceed \$25,000. The scope of work will be sufficient to determine that all revenues and expenses have been allocated to the fund appropriately and accurately.
- 7.2 **ACCD** shall maintain all records, documents and accounting records generated directly or indirectly as a result of this Agreement at its main office and shall make such records, documents and accounting records available to **CITY**, during **ACCD's** regular business hours, as often as **CITY** deems necessary, for purposes of auditing, inspecting or making copies of same by **CITY** or its designated representative(s), subject to a student's consent, as required by law.

VIII.
AMENDMENT

- 8.1 No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof, duly executed by the parties and authorized by the parties' respective governing body.

IX.
TERMINATION

- 9.1 In the event **CITY** terminates this Agreement prior to the expiration of the 15-year term, the parties agree to meet and confer regarding the utilization and expenditure of Proceeds.
- 9.2 In the event **ACCD** terminates this Agreement prior to the expiration of the 15-year term, all Proceeds, interest and investment earnings remaining unused by **CITY** shall be remitted to **CITY**, in cash, upon written notice by **CITY** to **ACCD**; and Proceeds, interest and investment earnings which would otherwise have been deposited in the Account for use by **CITY** in connection with this Agreement, shall be paid directly to **CITY**, on an annual basis, for the balance of the 15-year term hereof.

X.
NOTICE

- 10.1** Unless specifically provided for otherwise, any notice required or permitted to be given under this Agreement shall be given in writing and sent certified mail, return receipt requested, postage prepaid to **CITY** or **ACCD** at the addresses set forth below, or to any other address of which written notice of change is given:

CITY OF SAN ANTONIO

City of San Antonio
Attn: Mr. Ramiro Cavazos
Director, Economic Development Department
P.O. Box 839966
City Hall, 4th Floor
San Antonio, Texas 78283-3966

City of San Antonio
City Clerk's Office
100 Military Plaza
San Antonio, Texas 78205

and

ALAMO COMMUNITY COLLEGE DISTRICT

Dr. Daniel Ralph Derrico
Acting Chancellor / Vice Chancellor for Administration
201 W. Sheridan, Building B
San Antonio, Texas 78204-1429

XI.

VENUE AND GOVERNING LAW

- 11.1** Any legal action or proceeding brought, directly or indirectly, as a result of this Agreement shall be heard and determined in Bexar County, Texas.
- 11.2** This Agreement shall be construed under and in accordance with the laws of the State of Texas.

XII.

ASSIGNABILITY

- 12.1** **ACCD** shall not assign any interest, right or covenant in this Agreement to any other party or entity without the prior written consent of **CITY**. In the event **ACCD** assigns any interest or right in this Agreement without the prior written consent, all Proceeds, interest and investment earnings remaining unused by **CITY** shall be remitted to **CITY**, in cash, upon written notice by **CITY** to **ACCD**; and Proceeds, interest and investment earnings which would otherwise have been deposited in the Account for use by **CITY** in connection with this Agreement, shall be paid directly to **CITY**, on an annual basis, for the balance of the 15-year term hereof.
- 12.2** **CITY** shall not assign any interest, right or covenant in this Agreement to any other party or entity without the prior written consent of **ACCD**.

XIII.
INCORPORATION OF EXHIBITS

13.1 All exhibits referred to herein and attached hereto are intended to be, and hereby are, specifically made a part of this Agreement. The exhibits are as follows:

Settlement Agreement	Exhibit I
Year Six Interlocal Budget	Exhibit II
CITY's Authorizing Ordinance	Exhibit III
ACCD's Authorizing Minute Order	Exhibit IV

13.2 Should there be any conflict or inconsistency between this Agreement and Exhibit I, the terms of Exhibit I shall control. In the event of a conflict between this Agreement, Exhibit I, and Exhibit III, Exhibit III shall control.

XIV.
SEVERABILITY

14.1 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future laws, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision had not been contained herein. It is also the intention of the parties hereto that in lieu of such clause or provision in this Agreement that is invalid, illegal or unenforceable, there be added as a part of the Agreement, a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XV.
CAPTIONS

15.1 The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

EXECUTED this the ____ day of _____, 2006.

CITY
CITY OF SAN ANTONIO

ACCD
Alamo Community College District

Sheryl Sculley
City Manager

Dr. Daniel Ralph Derrico
Acting Chancellor / Vice Chancellor for
Administration

Approved as to form:

Approved as to form:

Michael Bernard
City Attorney

Attorney for the Alamo Community
College District